

OP A:
98-14

**LETTER OF INTENT
among
The Navajo Nation,
The Arizona Department of Transportation
and The U.S. Bureau of Indian Affairs**

I. Purpose

This letter of intent, made and entered into by the above named agencies, establishes guidelines for a cooperative letter of intent to control "Restricted and Prohibited Noxious Weeds" as defined by the State of Arizona noxious weed list and the Navajo Nation weed list within the Federal and State highway system rights-of-way which transects Indian Trust Lands. They therefore enter into this letter of intent for the purpose of coordination, planning and facilitation of the control of noxious weeds within the right-of-way of Federal and State highways crossing the Navajo Nation tribal lands. Each signatory agency agrees to cooperate with the other under the provisions provided herein.

II. Definitions for the purpose of this Letter of intent:

- A. "BIA" means the U. S. Bureau of Indian Affairs.
- B. "ADOT" means the Arizona Department of Transportation.
- C. "Area" refers to the administrative jurisdiction of the Navajo Area Office of the BIA.

Included hereto, are the Agency Branch of Roads for Ft. Defiance, Chinle, and Western and Shiprock Agencies.

D. "Noxious Weeds" means a plant or parts thereof, which meets one or more of the following criteria:

- 1. It is listed in the Arizona, Navajo Nation, Utah or Colorado lists of Noxious Weeds.
- 2. Its presence presents a health or safety hazard for the purpose of vehicular traffic associated with road rights-of way.
- 3. It is poisonous to livestock, wildlife, and/or humans.
- 4. It is a non-native plant that is detrimental to the environmentally sound management of natural or agricultural ecosystems.

5. A plant that aggressively invades and/or is detrimental to economic crops or stable native plant communities.

E. "Restricted Use" herbicides are those herbicides so designated by the EPA that must be used with extreme care because they pose a significant environmental risk when used inappropriately.

F. "Indian Lands" means all lands held in trust by the United States Government for the Navajo Nation.

G. "Tribal" means the Navajo tribe.

H. "Highway" means Federal and/or State of Arizona highway.

I. "State" refers to the State of Arizona, Department of Transportation.

J. "Departmental" means U.S. Department of the Interior

III. Arizona Department of Transportation will:

A. Provide an annual inventory of "Noxious Weed" populations found on all Federal and State highway rights-of-way adjacent to or transecting Indian Lands.

Assist the BIA in identifying Noxious Weed escapements from highway rights-of-way onto land outside of the highway right-of-way. The State will, annually, provide maps of the any such escapements to the Navajo Area Weed Management Coordinator.

C. Cooperate with the Navajo Area Weed Management Coordinator to develop Integrated Weed Management guidelines and procedures to control Noxious Weeds associated with escapements to or from the highway right-of-way.

D. Submit an annual BIA Pesticide Use Proposal document to the Navajo Nation EPA and the BIA Area Weed Management Coordinator prior to the beginning of the calendar year, including a proposed tentative schedule of applications.

E. Provide, on a space available basis, training for pesticide license certification to BIA and Tribal pesticide applicators whenever ADOT training is scheduled.

F. Provide technical consultation and assistance to the BIA and the Navajo Nation in establishing roadside vegetation management programs.

G. Manage highway rights-of-way to control erosion, revegetate shoulders and use integrated pest management program to eliminate noxious weeds as program funds, manpower and equipment permits.

IV. Bureau of Indian Affairs will:

A. Meet annually with representatives of ADOT Natural Resource Management Section and the Navajo Nation EPA to develop annual Integrated Weed Management goals and objectives.

B. Subject to availability of funds, control Noxious Weed infestations within BIA road rights-of-way and on Indian Trust Lands adjacent to State and Federal highway rights-of-way.

C. Permit the use of "Restricted Use" pesticides on tribal trust lands in accordance with the policies of the U.S department of Interior, Bureau of Indian Affairs and with Tribal policies. Coordinate each application of a 'Restricted Use' herbicide through the Navajo Area Environmental Quality Office and the Navajo Nation Environmental Quality Office to insure policy compliance.

D. Notify ADOT of all modifications to Departmental, BIA or Tribal policy which would influence continued implementation of this Letter of intent. Should conflicts occur, this Letter of intent may be amended to incorporate new provisions as dictated by policy changes within either the BIA, ADOT or the Navajo Nation.

V. The Navajo Nation will:

A. Acquire a Tribal resolution permitting the implementation of this Letter of intent on Tribal trust lands. Copies of these resolutions will be maintained on file by both ADOT and the BIA Area Office.

B. Grant authorization to the Bureau of Indian Affairs and ADOT to implement this Letter of intent without time limitations to avoid problems associated with annual renewal of this Letter of intent.

- C. Review and approve an annual Pesticide Use Proposal request and planning calendar.
- D. Allow the use of 'Restricted Use' herbicides on trust lands provided that treatments are done in compliance with EPA regulations, label specifications, industry standards and in compliance with applicable BIA and Tribal policies.

VI. Liabilities:

The State of Arizona, the Navajo Nation and the Bureau of Indian Affairs acknowledge the rules and regulations of the Arizona Structural Pest Control Commission (ASPPC) and the Arizona Department of Agriculture (ADA) with respect to the regulations governing 'Qualifying Party' liability. The parties will hold each other harmless in the event of any unforeseen damages that occur from a lawful application of herbicides.

VII. It Is Mutually Agreed That:

- A. This Letter of intent becomes effective when signed by the parties hereto and shall continue in effect until thirty (30) days after a written notice of the desire of any party to terminate is served upon all signatory parties.
- B. The State Of Arizona, BIA Navajo Area Office and the Navajo Nation will jointly review this Letter of intent periodically to determine if changes are needed to meet current policy, laws and regulations.
- C. This Letter of intent may be modified by mutual consent of the signatory parties. Should modifications of this Letter of intent be required at any time, all parties will meet and upon written letter of intent, the modifications will be incorporated into this Letter of intent.
- D. This Letter of intent is not a fiscal or funds obligating document.
- E. All parties reserve the right to terminate this Letter of intent, or any part thereof, at any time upon thirty (30) days written notice, without legal process.
- F. Nothing in this Letter of intent will be construed as affecting the authority of the signatories, or as a binding beyond their respective authority, nor does this document diminish the Navajo Nation's sovereignty or the trust responsibility of the U.S. Department of the Interior, Bureau of Indian Affairs.

G. All signatory parties will cooperatively monitor and survey treated sites to determine the effectiveness of control methods and ensure that periodic spot checks and program reviews are performed jointly.

The parties seal this Letter of intent by affixing their signatures hereto.

APPROVAL:

Navajo Area Director, BIA

Date

Deputy State Engineer, ADOT

Date

President, Navajo Nation

Date

98-14

**Memorandum of Agreement
between
The Navajo Nation,
The Arizona Department of Transportation
and The U.S. Bureau of Indian Affairs**

I. Purpose

This agreement, made and entered into by the above named agencies, establishes guidelines for a cooperative agreement to control “Restricted and Prohibited Noxious Weeds” as defined by the State of Arizona noxious weed list and the Navajo Nation weed list within the Federal and State highway system rights-of-way which transects Indian Trust Lands. They therefore enter into this agreement for the purpose of coordination, planning and facilitation of the control of noxious weeds within the right-of-way of Federal and State highways crossing the Navajo Nation tribal lands. Each signatory agency agrees to cooperate with the other under the provisions provided herein.

II. Definitions for the purpose of this Agreement:

- A. “BIA” means the U. S. Bureau of Indian Affairs.
- B. “ADOT” means the Arizona Department of Transportation.

- C. “Area” refers to the administrative jurisdiction of the Navajo Area Office of the BIA. Included hereto, are the Agency Branch of Roads for Ft. Defiance, Chinle, and Western and Shiprock Agencies.
- D. “Noxious Weeds” means a plant or parts thereof, which meets one or more of the following criteria:
1. It is listed in the Arizona, Navajo Nation, Utah or Colorado lists of Noxious Weeds.
 2. Its presence presents a health or safety hazard for the purpose of vehicular traffic associated with road rights-of-way.
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 4. It is a non-native plant that is detrimental to the environmentally sound management of natural or agricultural ecosystems.
 5. A plant that aggressively invades and/or is detrimental to economic crops or stable native plant communities.

- E. “Restricted Use” herbicides are those herbicides so designated by the EPA that must be used with extreme care because they pose a significant environmental risk when used inappropriately.
- F. “Indian Lands” means all lands held in trust by the United States Government for the Navajo Nation.
- G. “Tribal” means the Navajo tribe.
- H. “Highway” means Federal and/or State of Arizona highway.
- I. “State” refers to the State of Arizona, Department of Transportation.
- J. “Departmental” means U.S. Department of the Interior

III. Arizona Department of Transportation agrees to:

- A. Provide an annual inventory of “Noxious Weed” populations found on all Federal and State highway rights-of-way adjacent to or transecting Indian Lands.
- B. Assist the BIA in identifying Noxious Weed escapements from highway rights-of-way onto land outside of the highway right-of-

way. The State will, annually, provide maps of the any such escapements to the Navajo Area Weed Management Coordinator.

- C. Cooperate with the Navajo Area Weed Management Coordinator to develop Integrated Weed Management guidelines and procedures to control Noxious Weeds associated with escapements to or from the highway right-of-way.
- D. Submit an annual BIA Pesticide Use Proposal document to the Navajo Nation EPA and the BIA Area Weed Management Coordinator prior to the beginning of the calendar year, including a proposed tentative schedule of applications.
- E. Provide, on a space available basis, training for pesticide license certification to BIA and Tribal pesticide applicators whenever ADOT training is scheduled.
- F. Provide technical consultation and assistance to the BIA and the Navajo Nation in establishing roadside vegetation management programs.

- G. Manage highway rights-of-way to control erosion, revegetate shoulders and use integrated pest management program to eliminate noxious weeds as program funds, manpower and equipment permits.

IV. Bureau of Indian Affairs agrees to:

- A. Meet annually with representatives of ADOT Natural Resource Management Section and the Navajo Nation EPA to develop annual Integrated Weed Management goals and objectives.
- B. Subject to availability of funds, control Noxious Weed infestations within BIA road rights-of-way and on Indian Trust Lands adjacent to State and Federal highway rights-of-way.
- C. Permit the use of “Restricted Use” pesticides on tribal trust lands in accordance with the policies of the U.S department of Interior, Bureau of Indian Affairs and with Tribal policies.

Coordinate each application of a 'Restricted Use' herbicide

through the Navajo Area Environmental Quality Office and the Navajo Nation Environmental Quality Office to insure policy compliance.

- D. Notify ADOT of all modifications to Departmental, BIA or Tribal policy which would influence continued implementation of this Agreement. Should conflicts occur, this Agreement may be amended to incorporate new provisions as dictated by policy changes within either the BIA, ADOT or the Navajo Nation.

V. The Navajo Nation agrees to:

- A. Acquire a Tribal resolution permitting the implementation of this Agreement on Tribal trust lands. Copies of these resolutions will be maintained on file by both ADOT and the BIA Area Office.

- B. Grant authorization to the Bureau of Indian Affairs and ADOT to implement this Agreement without time limitations to avoid problems associated with annual renewal of this Agreement.
- C. Review and approve an annual Pesticide Use Proposal request and planning calendar.
- D. Allow the use of 'Restricted Use' herbicides on trust lands provided that treatments are done in compliance with EPA regulations, label specifications, industry standards and in compliance with applicable BIA and Tribal policies.

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- B. The State Of Arizona, BIA Navajo Area Office and the Navajo Nation will jointly review this Agreement periodically to determine if changes are needed to meet current policy, laws and regulations.
- C. This Agreement may be modified by mutual consent of the signatory parties. Should modifications of this Agreement be required at any time, all parties will meet and upon written agreement, the modifications will be incorporated into this Agreement.
- D. This Agreement is not a fiscal or funds obligating document.

- E. All parties reserve the right to terminate this Agreement, or any part thereof, at any time upon thirty (30) days written notice, without the necessity of legal process.

- F. Nothing in this Agreement will be construed as affecting the authority of the signatories, or as a binding beyond their respective authority, nor does this document diminish the Navajo Nation's sovereignty or the trust responsibility of the U.S. Department of the Interior, Bureau of Indian Affairs.

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Navajo Area Director, BIA

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State Engineer, ADOT

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President, Navajo Nation

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